

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 06-13

Introduced by Council President Wagner at the request of the County Executive

Legislative Day No. 06-10 Date April 4, 2006

AN ACT to provide the County Executive with the authorization to execute, on behalf of Harford County, Maryland, a lease agreement with Sprint PCS, wherein Sprint PCS seeks to lease cellular antenna mounting space on the Vale Road Water Tank.

By the Council, April 4, 2006

Introduced, read first time, ordered posted and public hearing scheduled

on: May 2, 2006

at: 7:15p.m.

By Order: Barbara J. O'Connor Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on _____ and concluded on _____.

_____, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

1 **WHEREAS**, Sprint PCS would like to lease space on the Vale Road Water Tank to mount
2 cellular antennas for its telecommunications services; and

3 **WHEREAS**, the County Executive proposes that Harford County, Maryland enter into a
4 lease agreement with Sprint PCS and be given the authority to execute such agreement on behalf of
5 Harford County, Maryland; and

6 **WHEREAS**, Sprint PCS shall pay rent in the amount of \$24,000 a year, with a 2% yearly
7 price adjustment increase, for an initial term of five years, with the option of three additional five-
8 year terms; and

9 **WHEREAS**, Section 1-29E(2) of the Harford County Code provides that County Council
10 approval is required for any lease of county property for a lease term of more than one year.


11 **NOW, THEREFORE,**

12 Section 1. Be It Enacted By The County Council of Harford County, Maryland that the County
13 Executive be, and is hereby, authorized to execute, on behalf of the County, a lease agreement, in
14 substantially the same form as attached hereto and incorporated herein by reference, with Sprint PCS
15 which provides for payment by Sprint PCS of \$24,000 a year, with a 2% yearly price adjustment
16 increase, and the lease agreement shall provide for an initial lease term of five years with the option
17 of three additional five-year terms.

18 Section 2. And Be It Further Enacted that this Act shall take effect 60 calendar days from the
19 date it becomes law.

EFFECTIVE:

*The Council Administrator does hereby certify that
fifteen (15) copies of this Bill are immediately available for
distribution to the public and the press.*



Council Administrator

ANTENNA MOUNTING SPACE LEASE

This Antenna Mounting Space Lease (the "Lease"), made this _____ day of _____, 200__, by and between Harford County, Maryland, a body corporate and politic of the State of Maryland ("County" or "Lessor") and **APC Realty and Equipment Company, LLC, a Delaware limited liability company** ("SPRINT PCS" or "Lessee"), having an office at Sprint National Lease Management, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("Lessee").

WITNESSETH:

WHEREAS, County has identified surplus antenna mounting space and is willing to rent said space; and

WHEREAS, Lessee is in need of a structure for its communication needs at a location at which County owns a water tank (hereinafter called "Water Tank") known as Vale Road Water Tank, 501 Vale Road, Bel Air, Maryland 21014 ; said property being more particularly identified as Tax Map 48, Grid 1F, Parcel 178. The Water Tank and property are hereinafter collectively referred to as "Facility", "Site" or "Property";

WHEREAS, County has determined that renting antenna space to users will benefit the public and County by minimizing the number of towers which are erected in Harford County; and

WHEREAS, it is the intent of both parties to this agreement that the Lessee use the Premises for telecommunications service and the Lessee holds the appropriate FCC license to operate a telecommunications facility.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the recitals, which are

incorporated by reference, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The County hereby leases to Lessee and Lessee hereby leases from County that specific land area labeled "Proposed 15' x 25' Lease Area" and antenna mounting space, (hereinafter "Premises") as more particularly described in the Site Utilization Plan, attached hereto as Exhibit 1" which is located in Harford County, Maryland, for the term, at the rent and upon all of the conditions and agreements set forth herein. The Premises expressly excludes the wet or dry interior portions of the Water Tank.

2. **Term.**

A. The term of this Lease shall be for an initial period of five (5) years ("Initial Term") and shall commence on the date that this lease is executed, ("Commencement Date") and shall terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurs.

B. Lessee may extend this Lease, at the sole discretion and with the approval of the Harford County Government Water and Sewer Division , for three additional five (5) year terms by giving the County written notice of its intention to do so at least six (6) months prior to the end of the then current term.

3. **Rental Payment.**

A. Lessee shall pay to County the sum of Twenty-four Thousand dollars (\$24,000.00), for the twelve month period beginning on the Commencement Date, and, for each subsequent twelve month period remaining in the term of this Lease, an amount as calculated in paragraph 3 (B) as annual rent ("Rent") to be paid in equal monthly installments on the first day of each month, in advance. The rental payment is for three (3) antennas only. Any additional

Sprint Site Name: Vale WT

Sprint Site #: WA60XC032.A

future antennas shall be subject to new lease terms. The initial rent payment shall be made payable to Harford County, Maryland and shall be mailed to:

Department of Public Works, Division of Water and Sewer
Attn: Chief of Administration and Engineering
Harford County, Maryland
101 S. Main Street
Bel Air, MD 21014

Subsequent rent payments shall be payable in advance. Payment shall be made to Harford County, Maryland at the address given in Paragraph 28, herein, or to such other person or place as the County may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment due date.

B. Payment under this Lease Agreement will be adjusted each succeeding year effective on the annual anniversary date by an increase of Two (2) percent (%) over the previous year. The price adjustment will be effective on that anniversary date through the ensuing twelve (12) month period.

C. Net Lease. Lessor shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure Lessor the rent reserved on an absolute net basis. In addition to the Rent reserved above, Lessee shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises and the Lessee's Equipment which may be contemplated under any provisions of this Lease.

4. Use of Premises.

A. Lessee agrees to use the Premises solely for the purposes of construction,

erection, reconstruction, operation, maintenance, repair and removal of a communications operation, which may include an equipment building and equipment for communication, reception and transmission along with appurtenances to the building and equipment (collectively "Permitted Use"). All structures and equipment intended to be used on the Premises (collectively, including approved modifications and additions, "Lessee's Equipment") and the frequencies of operation of such equipment are set forth in detail in Exhibits 2 (*Lessee's design drawings*) and Exhibit 3 (*County's technical requirements*) and shall comply with the requirements of Exhibit 3. Lessee shall be solely responsible for obtaining all licenses, permits and approvals required for the Permitted Use. Neither party shall place any sign, advertisement or other notice on or about the Premises or the Facility that identifies Lessee in any way. Lessee shall have the right to add, modify and/or replace equipment in order to maintain compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, with no increase in rental payment owed by Lessee as long as the equipment will fit within the Leased Area and will comply with paragraph 4(C), below.

B. MODIFICATIONS - If Lessee wants to make any change or modification in Lessee's Equipment on the Water Tank, Lessee shall make its request in writing and specify in detail the proposed change or modification. County will respond to any such request within thirty (30) working days of receipt. County reserves the right to reject any proposed change or modification for any reason, except for a request to substitute a unit or piece of equipment initially approved by and identified on Exhibit 2 with a substantially similar unit or piece of equipment ("Substitute"). County shall not unreasonably withhold approval of a request to substitute. A change or modification solely to the interior of the Lessee's building which does not affect equipment is not considered a change or modification of Lessee's Equipment. It shall be the Lessee's responsibility to acquire all requisite permits for the buildings and other



structures or for changes, modifications or repairs thereto.

C. INTERFERENCE –

i. Lessee agrees that its use of the Premises shall not interfere in any way with the operations of County or County's existing tenants (collectively "County's Operation") at the Facility, including but not limited to, radio frequency interference, and operations of the water and wastewater distribution and collection systems. The County will provide Lessee with a list of all existing radio frequency user(s) and their frequencies and bandwidths on the Property to allow Lessee to evaluate the potential for interference. Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by the County, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and/or in accordance with all applicable laws and regulations.

ii. In the event that County believes, in County's sole judgment, that an installation or activity of Lessee is causing interference to County's Operations, County shall give oral notice of the interference (to be followed by written notice) to Lessee. Lessee shall immediately dispatch authorized representatives to inspect and test Lessee's operation and equipment. County may perform, or cause to be performed, a technical evaluation to determine the cause of interference. County shall not, as a part of a technical evaluation, disconnect, terminate or interrupt the electrical service to Lessee's Equipment and operation within twelve (12) hours of the first notice of interference. If, after considering the results of Lessee's inspection and tests or any technical evaluation performed by County, County determines that Lessee is, in fact, causing interference to County's Operation, County shall, within eighteen (18) hours of the first notice of interference from County, notify Lessee of County's determination and Lessee shall immediately cease interfering with County's Operation. In any event, if Lessee fails to cease its interference with County's Operation within twenty-four (24) hours of the first

notice of interference from County, County shall have the right to take whatever steps it deems necessary, in its sole judgement and discretion, to cause the interference to cease including, but not limited to, removing Lessee's Equipment at Lessee's sole cost and expense.

- iii. If the County determines that Lessee's operations have caused interference and that the interference has not ceased within twenty-four (24) hours of the first notice as required, Lessee may request that it be allowed, if its request is approved by County, to remain on the Premises for a period of up to thirty (30) days and perform intermittent testing of potential cures during specific hours. County's approval of a request to remain and conduct intermittent testing during specified hours shall not be unreasonably withheld. The request must be made before the twenty-four (24) hour period after first notice has expired.
- iv. County's sole liability to Lessee for action taken pursuant to this paragraph 4 (C) shall consist of the value of any repairs made necessary by negligent acts of County. In no event shall County be liable for loss of income or loss in value of Lessee's Equipment resulting from removal, which is not the result of County's negligence, or for any incidental, consequential or other damages or losses to Lessee.
- v. Lessor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Lessee's Equipment. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- vi. Lessor shall have the right to perform any task required to properly and

efficiently operate and maintain the Water Tank and the County public water supply system. Such action shall not constitute a breach of this Lease even if it results in the temporary shutdown of Lessee's equipment. Except in the case of an emergency, Lessor shall provide at least 10 working days' notice to Lessee if it, its employees or agents plan to perform operation or maintenance work that may require Lessee to temporarily shut down its equipment. Lessor shall make reasonable efforts to minimize any shutdown period. If the operation or maintenance work requires that Lessee's Equipment be removed, it shall be the sole responsibility of Lessee to remove and subsequently reinstall Lessee's Equipment at its expense.

D. PREMISES - Lessee shall be permitted to use the right of way identified on Exhibit 2 as the existing access drive for ingress and egress to and from the Premises for the use and benefit of the Premises, or such other right of way of similar dimensions as Lessor may designate during the term of this Agreement. Any and all planned Lessee appurtenances related to the tank-mounted devices, such as utilities, switchgear, controls, electronic instruments, if applicable, must be housed in the Lessee's company secured enclosure, outside the existing County fence. The Lessee shall contain its equipment pad within a secure fence. The Lessee secured area shall not be gravel. The ground inside the Lessee's fenced area shall be a poured concrete pad. No new installation of utility poles for electric and/or telephone will be allowed. New services for such utilities must be brought in underground. Lessor has sole discretion on where proposed utilities will be located so as not to interfere with existing or proposed County facilities. Lessee agrees to submit detailed site plans, drawn to scale identifying the proposed location of utilities to the Lessor for review and approval. Said utilities shall not be installed



without obtaining prior written permission from the Lessor, which permission shall not be unreasonably withheld, conditioned or delayed.

5. Use by Other Providers.

A. Lessor has sole right to lease to other tenants (collectively "Other Providers".) Lessee shall cooperate with each Other Provider in connection with their locating and placing their antennas and other facilities on the Water Tank. . Lessor shall not allow any Other Provider to dislocate or otherwise interfere with Lessee Equipment.

B. In the event that modifications to the Tank are required for an Other Provider to attach its antenna structure to the Water Tank that new Other Provider shall be solely responsible for the cost of locating and placing its equipment on the Water Tank and/or the corral. The Other Providers shall also be responsible for any liabilities that arise from the Other Provider's use of the Water Tank and/or the corral.

C. Lessor shall provide Lessee with thirty (30) days notice prior to the commencement date of any lease or agreement with Other Providers for use of the Water Tank.

D. Lessor may elect at any time to use space on the Water Tank otherwise available for use by an Other Provider, (collectively referred to as "Lessor Usage "). Lessee shall cooperate with Lessor, at Lessor's cost, in connection with Lessor's locating and placing antennas and other facilities on the Water Tank. In no event shall Lessor's Usage unreasonably interfere with the normal operations of Lessee's Equipment or interfere with Lessee's ability to communicate, receive or transmit from its communication facility located on Premises.

6. Approval of Installation and Engineering Analysis.

A. Lessee's Equipment shall not be installed without prior written approval of County, including approval of a building permit and approval of the Deputy Director of Public Works, Division of Water and Sewer. Prior to installation of Lessee's Equipment, County shall

require that an engineering analysis be performed, at Lessee's expense, by a professional engineer, registered in the State of Maryland, acceptable to the County, with particular emphasis on, but not limited to, such items as potential interference problems, structural integrity, and coating system integrity. The Water Tank coating and related metallurgy of the Tank shall not be disturbed by interferences, stray currents or any other phenomena that would contribute to premature corrosion of the tank. The Lessee's installation must be acceptable in appearance to the County.

B. It is further understood and agreed that the County must approve of the installation contractor or personnel chosen by Lessee to install, maintain, and operate the equipment placed on the Water Tank and any other structures, utilities, and that said installation, maintenance and operation will in no way damage or interfere with County's use of the Water Tank. Lessee shall install only the antennas and transmission lines on the Water Tank that have been approved by the County; however, such approval shall not be unreasonably withheld.

C. No materials or techniques of installation shall be used in the installation of the antennas or transmission line which will damage the integrity of the existing coating system, cause corrosion or rust or deterioration of the Water Tank structure or its appurtenances or will prevent or interfere with the future periodic painting of the water tank. All materials and equipment to be installed by Lessee shall be subject to the County's approval prior to installation, which shall not be unreasonably withheld. Installations by Lessee shall be in accordance with Exhibits 2 and 3.

D. The Lessee shall identify each antenna by a bronze tag fastened securely to its bracket on the Water Tank. The tag shall identify the Lessee's company name, address and telephone number. The transmission lines shall also be tagged at a minimum of one every 20 feet along interior and exterior cable runs as well as at every conduit opening.

E. Lessee acknowledges that the Site is extremely limited in size and may not be able to accommodate an equipment building due to underground utilities or tank painting maintenance. If the County determines space is not available within the County's land, then Lessee shall be responsible for acquiring the necessary rights to adjacent property.

F. If the Water Tank does not have a red warning beacon at the Commencement Date, the Lessee agrees to obtain written permission from the FAA on the antenna installation. Such permission shall be submitted to the County prior to County's approval of the antenna system. If FAA requires a warning beacon, Lessee agrees to install one at its sole expense.

G. If the Tank does not have a corral designed specifically for antenna mounting as of the Commencement Date, Lessee shall, at its sole cost and expense, construct such a corral.

H. Within fifteen (15) working days of receipt of the results of the analysis, County will notify Lessee whether Lessee's Equipment is approved for installation, which approval will not be unreasonably withheld.

I. In the event that any equipment identified on Exhibit 2 is not subsequently approved for installation and as a result of such disapproval Lessee is unable to use the Premises for the Permitted Use, Lessee may elect to terminate the Lease in accordance with paragraph 16 (A) of this Lease.

7. Installations, Access and Maintenance.

A. Installation:

i. Lessee may have access to the Premises beginning on the Commencement Date.

ii. Lessee shall give Deputy Director of Public Works, Division of Water and Sewer not less than seven (7) calendar days written notice of the date(s) on which it intends to install its equipment shelter and antennas as outlined in this Agreement. Lessee shall undertake

no installation on the Water Tank or Premises at any time without the prior written consent and approval of Lessor. Lessor reserves the right to have a representative present at any time during the installation.

iii. Lessee shall submit to County detailed plans for site utilization of the location designated on Exhibit 2 for Lessee's Equipment, for County's prior written approval. Lessor will approve or reject the plans within thirty (30) working days. In the event of a rejection, comments will be provided to Lessee and Lessee may resubmit corrected plans. Each resubmittal will restart the thirty (30) working day Lessor turn around time. Approval of such shall not be unreasonably withheld. No installation shall commence until County has approved the plans. Lessee shall pay for all costs and expenses relating to the installation, including but not limited to, design, permitting, public meetings, inspections, construction, independent grounding system and County invoices for services such as design review or attendance at public meetings.

B. In the event Lessee's equipment or equipment building exterior or aesthetic appearance conflicts with neighborhood covenants or local governing land use authority, Lessee shall, upon receiving written notification of such conflict or violation, promptly rectify the conflict. If the conflict involves landscaping, the Lessee shall landscape the property surrounding the building at its sole cost and expense. Lessee shall retain the services of a landscape architect reasonably satisfactory to County and any local neighborhood association, community association or homeowners' association requesting the landscape screening to prepare a landscaping plan. Lessee shall bear all costs and expenses related to the landscape screening agreed to by the parties.

C. Access to Water Tank Structure. Lessee shall have access to the Water Tank only under the terms and conditions set forth in this paragraph 7(C). If access, for any reason, is

required into the County fenced in area, into the Tank and/or up on the Tank, the Lessee must prearrange a County Water and Sewer Operations escort. The Lessee will be given proper County addresses, faxes and 24-hour phone numbers to achieve this request for pre-approved escort. The Lessee shall pay for any and all expenses to the County for any escort during non-working hours and/or when existing on-duty staff cannot accommodate the request. Normal working hours for the purposes of this section are Monday through Friday 7 am to 3 pm, with the exception of holidays. All Lessee employees assigned to visit/inspect and/or otherwise be directed to visit Lessee's site equipment at the Water Tank must be registered with the County and must use a pre-registered Lessee vehicle. Lessee shall provide the make, model and license plate number of any vehicle it wishes to use at the Water Tank site. Lessee shall also provide the name, address and an emergency contact person for any employee of Lessee who will work on the Water Tank site. The County reserves the right to deny access to any person or vehicle not registered with the County prior to the visit. The Lessee understands that if any of its employees or agents enters the Water Tank sites without the knowledge of the appropriate County personnel he or she will be treated as a trespasser and may be subject to prosecution. The Lessee shall notify the County of its desire and intention to perform any non-emergency maintenance on Lessee's Equipment that requires access to the Water Tank, at least two (2) working days before such work commences. Should Lessee require immediate access to the Water Tank for emergency repairs, Lessee shall secure permission and an escort from County's representative. The County will strive to provide an escort within three (3) hours of the Lessee's emergency however; the County cannot and does not guarantee this three (3) hour access to the Tank site, especially if there is a storm or other emergency event where the County's priorities are restoring County Water systems to capacity. At County's discretion, all installation, repair, maintenance or other activities of Lessee requiring access to the Water Tank structure, shall be performed in



the presence, and shall be subject to the direct inspection of a designated employee or agent of County. Such representative of County shall have the authority to direct any employee or agent of Lessee who is working on the Water Tank to cease any activity when such direction is necessary to protect County's property or operations. Lessee agrees to perform all work in a good and workmanlike manner, and in such a manner as to not interfere with the operation, with the physical or electrical performance or the characteristics of County's equipment or County's Operations.

D. Access to Lessee's Compound Land Area. Lessee shall be permitted twenty-four (24) hour per day, seven (7) day per week access to the Proposed 15' x 25' Lease Area, as shown on Exhibit 2, of the Premises as required for normal operations and maintenance. Lessee shall use a lock and key system approved by the County in order to gain access. Lessee shall permit only authorized personnel to have access. Lessee shall be responsible for closing and locking the gate during and after each entry. Lessee shall notify the County, by telephone, at least one (1) hour prior to entry, at any time the Lessee intends to enter the Premises except in emergency situations when the County receives prior notification.

E. Maintenance. Lessee shall maintain the antennas, equipment and other appurtenances in proper operating condition and in good appearance and maintain site in satisfactory condition as to appearance and safety. Lessee shall inspect all equipment, which is attached to the Water Tank on a regular basis, but in no event less often than annually, and submit a written statement of its findings to County.

F. Graffiti. Lessee shall at all times keep and maintain the Premises and the Lessee's Equipment free of all graffiti located thereon. Lessor shall notify Lessee in writing if graffiti is located on the Premises or Lessee's Equipment. Thirty (30) days after notice in writing is received by the Lessee, Lessor shall have the right to abate any graffiti present at the Premises



and Lessee shall reimburse Lessor all costs incurred by Lessor in connection with such abatement within Thirty 30 days of Lessor's presenting Lessee with a statement of such costs.

8. **Peaceful Possession.** County covenants that Lessee, upon the payment of Rent and the performance of the covenants and conditions of this Lease, shall and may peaceably and quietly have, hold and enjoy the Premises, under the conditions set forth herein, for the term of the Lease. The County expressly reserves the right to enter into additional or subsequent Leases of portions of the Facility with others provided, however, that no subsequent Lease shall interfere with the rights of Lessee under this Lease.

9. **Taxes.** Lessee is solely responsible for any and all taxes assessed by reason of the installation by Lessee of its communications facility and equipment described herein, which taxes shall be paid promptly when due by Lessee. Neither the Site nor the improvements to the Site owned by the County are subject to real estate or personal property taxes due to the fact that they constitute government-owned property.

10. **Personal Property.** The equipment building, equipment and appurtenances thereto, including Lessee's Equipment, placed on the Premises by Lessee shall be and remain the personal property of Lessee, with the exception that the corral (i.e. the structural support for the antenna that is installed on the Tank) shall remain the property of the County and shall not be removed upon expiration or termination of this Lease. Upon the expiration or termination of the Lease, Lessee shall, subject to the provisions of paragraph 7C of the Lease, enter onto the Premises and remove all such personal property including any of Lessee's fixtures of any sort. This provision shall apply during the original or any renewal terms of this Lease. Upon removal of any property and equipment by Lessee, Lessee agrees to use best efforts to restore the Premises to its condition prior to installation, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

11. **Materials and Claims.** All materials for any work done on the Premises by Lessee shall be furnished at Lessee's sole cost and expense. Lessee agrees to protect the Premises and County, from any and all claims of contractors, laborers and materialmen arising out of work performed on the Premises.

12. **Permits.**

A. Lessee shall, at its sole cost and expense, obtain all Federal, State, County and other permits and governmental authorizations required in order to construct, operate or otherwise implement its use of the Premises, including but not limited to, any variance, special exception and/or zoning certificate of use required under the Zoning Article of the Harford County Code. Lessee shall provide County with copies of all permits and governmental authorizations, and Lessee will perform no installations or other work on the Premises until such permits are submitted to County.

B. Upon request by Lessee, County shall make appropriate personnel available to provide technical information necessary for pursuing any application for a variance or special exception.

13. **Insurance.** At all times during the term of this Lease, including the time for removal of facilities as provided for in this Lease, the Lessee shall obtain, pay all premiums:

A. A commercial general liability policy with a minimum liability of Two Million Five Hundred and 00/100 Dollars (\$2,500,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) general aggregate for personal injury, bodily injury, and property damage. Such insurance shall name Harford County, Maryland, as an additional insured.

B. The Lessee will have in force insurance pertaining to the requirement to have Workers' Compensation coverage for any employee hired by the Lessee to perform work according to the Antenna Mounting and maintenance contract. Evidence of such shall be

provided to the Procurement Department prior to any work being performed on Harford County property.

C. The policies required by this Lease shall be in a form reasonably satisfactory to the Harford County Attorney and shall require thirty (30) calendar days written notice of any cancellation to both the County and the Lessee. The Lessee shall, in the event of any such cancellation notice, shall obtain comparable insurance coverage prior to the cancellation of the existing policy and provide the County with evidence of such insurance.

D. Lessee agrees, within thirty (30) days from execution of this Lease to deliver to the County a certificate evidencing compliance with 13(A), 13(B), and 13(C), above. Such certificate shall be delivered to Risk Manager, Harford County, Maryland, 220 S. Main Street, Bel Air, Maryland 21014.

E. Additional Insured: All policies, except for worker's compensation policies, shall name Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions, employees, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds").

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder".

F. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph shall be filed and maintained with Lessor annually during the term of the Lease. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

G. Cancellation of Policies of Insurance: Lessee's insurance policies maintained pursuant to this Lease shall contain a provision providing Lessor endorsement:

At least thirty (30) days prior written notice by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in paragraph 28 of the Lease.

H. Contractors: Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which Lessee is required to obtain under the terms of this paragraph with appropriate limits of insurance.

I. Review of Limits: Once during each calendar year during the term of this Lease, Lessor may review the insurance coverages to be carried by Lessee. If Lessor determines that higher limits of coverage are necessary to protect the interests of Lessor or the Additional Insureds, Lessee shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

14. Liability and Indemnity.

A. Lessor shall not be liable to Lessee or to any other person whatsoever for any damages or injury from any cause whatsoever, except for damages or injury caused by the negligence or willful misconduct of Lessor. Lessee agrees to indemnify, defend and save Lessor harmless from and against any liability and all claims, losses, costs and damages of whatever nature arising from or in any way related to the use of the Premises by Lessee, or its contractors, licensees, agents, servants or employees, including any accident, injury or damage whatsoever caused to any person or property occurring in, on, or about the Premises or any part thereof or outside the Premises, where such accident, damage, or injury results or is claimed to have resulted from an act or omission on the part of the Lessee or Lessee's agents or employees. This

indemnity agreement to hold the Lessor harmless shall include indemnity against all costs, expenses and liabilities incurred in connection with any claim or proceeding brought, including the reasonable expense of investigating and defending any such claim.

B. Assumption of Risk: Except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors, Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Lessee hereby agrees to indemnify and hold harmless the Lessor against and from any damage, loss, cost, or expense claimed for personal injury or property damage arising out of the Lessee's installation, operation, maintenance, condition or use of the Premises or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

C. Hazardous Substance Indemnification. Lessee represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance other than in containers or forms permitted by law. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance and any damage, loss, cost, expense or liability claimed as a result of such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the gross negligence or willful misconduct of Lessor, employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time;

and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. The indemnification and hold harmless established in this subparagraph may not extend to hazardous substances present on the Leased Premises prior to the commencement date of this Lease.

15. Operation of County's Equipment. County shall maintain and operate its equipment in compliance with all applicable regulations of the Federal Communications Commission. Provided Lessee has all FCC licenses, if Lessee has reason to believe that County's equipment is interfering with the operations of Lessee's Equipment, Lessee shall give written notice of suspected interference to County. Within twelve (12) hours of receipt of such notice, County shall dispatch authorized representatives to inspect and test County's operation and equipment. If, after a technical evaluation, County determines that County's Operation is causing interference with the operation of Lessee's Equipment, County shall promptly correct the condition which causes such interference unless County determines that the correction of the condition is not necessary to achieve compliance with Federal Communications Commission regulations and is not in County's best interest. In that event, Lessee shall have the right to terminate the Lease and upon termination, County shall refund the Lessee a prorated amount of the annual Rent paid.

16. Repairs and Restoration.

A. If at any time during the term hereof, County's improvements at the Facility upon which the Premises are located are destroyed or damaged, County shall promptly repair such damage at County's expense and this Lease shall continue in full force and effect unless within thirty (30) days of said damage or destruction, County determines that the Facility is no longer required by County in its operation and elects to terminate the Lease pursuant to this paragraph 16 (A), County shall refund to Lessee a prorated amount of the annual Rent paid.

B. If Lessee does not terminate the Agreement and the County repairs or restores its improvements, Lessee shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management. If Lessee's use of the Premises is impaired during the period of repair or restoration, the term of the Lease shall be extended for a period equal to the period during which Lessee's use is impaired. Unless caused by gross negligence of County, Lessee shall have no claim against County for any loss of use, delays, damage, destruction, repair or restoration. If Lessee elects not to terminate the Agreement and County repairs or restores the County's improvements at the Facility, upon completion of such repair or restoration, Lessee shall promptly re-equip the Premises to a condition substantially equal to that which existed prior to the casualty, if Lessee continues its operation. Lessee reserves the right, at its sole expense, to install a temporary equipment shelter or Cell-On-Wheels (COW) on the Premises during the installation period. The location of the temporary shelter or COW shall not interfere with the repair or restoration work of the County and shall be subject to the approval of the County.

C. If County restores its improvements at the Facility as provided herein, County shall not be required to restore or install Lessee's Equipment, such items being the sole responsibility of Lessee.

17. Termination.

A. This lease shall terminate immediately upon the occurrence of any of the following events:

i. Lessee makes proper Application for any required variance or special exception under the Zoning Article of the Harford County Code, but the Application is denied and Lessee elects not to appeal said denial;

ii. Approval of the Application for variance or special exception is

subsequently vacated by a final order of a Court of competent jurisdiction; or

iii County, pursuant to paragraph 5 (C) of this Lease, disapproves equipment identified on Exhibit 2 and such disapproval results in Lessee's inability to use the premises for the permitted use (hereafter referred to as "Denial"), and Lessee elects to terminate the Lease in writing, within thirty (30) calendar days of the receipt of notice of Denial. In the event Lessee elects to terminate the Lease pursuant to this paragraph 17 (A), County shall refund to Lessee a prorated amount of the annual Rent paid.

iv. Lessee's equipment causes interference with the operations of the Lessor's water and waste water systems. In the event that the interference is uncorrectable or is not accomplished within a reasonable time period to be set by the County, then the Lessee shall cease all operations of its system and remove and restore Site back to original condition. Lessee shall not be responsible for payment of Rent once all equipment has been removed and Site restored.

B. Lessee may voluntarily terminate this Lease at anytime with 30 days written notice to the Lessor. In the event of a voluntary termination, other than as provided in paragraphs 16 and 17 (A) of this Lease, Lessee shall not be entitled to a refund or rebate of any portion of the Rent paid hereunder and all further obligations of rental payments shall cease to be enforceable from the time of removal of all Lessee's Equipment. If Lessee ceases to use the Premises for the uses authorized under this Lease, including any approved change or modification thereto, Lessee shall remove all Lessee's Equipment and vacate the Premises

C. Following the completion of the Initial Term, County may terminate this Lease if County, in its sole judgement, determines that the Facility of which the premises are a part is no longer required by County in its operation or for the purposes for which the County constructed or operated the facilities, and County elects to abandon, vacate or discontinue the use of the

Facility. If County elects to terminate the Lease under this paragraph 17 (C), County shall give Lessee not less than twelve (12) months prior written notice .

D. Lessee, upon termination of the Lease for any reason, shall, within a reasonable period, remove its personal property and fixtures (with the exception of the corral described in Paragraph 10 which shall remain the property of the County) and restore the Property to its original condition reasonable wear and tear excepted. However, at the option of the County, the Lessee shall leave in place any fixture or other facility which is directly connected to the Water Tank, the removal of which would, affect the structure of the Water Tank; such fixtures or other facilities shall then become the property of the County, without the requirement of any or further compensation. Notwithstanding anything herein to the contrary, the parties agree that only so much of the fixture or other facility needed to ensure the integrity of the Water Tank will be required to be left under this paragraph. Lessee shall post a payment and performance bond at the time of execution of this lease with good and sufficient surety approved by the County in the sum of fifty thousand dollars (\$50,000.00) to secure the cost of removing any of Lessee's equipment and other facilities that Lessee fails to remove from the Property and/or any rent due to the County by Lessee. County agrees to execute all documents reasonably necessary to release such bond upon termination or expiration of this Lease, removal of Lessee equipment (including restoration of Premises) and a determination by the County that it has no claims against the bond. If the time required for removal of equipment or restoration of the Premises causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or on the existing monthly prorated basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed. Nothing contained in this paragraph shall presume or infer that Lessee shall have or has any right to hold over; and as such, Lessee at such time, shall be a tenant at sufferance. Further, Lessee

shall be subject to immediate judicial proceedings to enforce this provision and all other provisions of this Lease.

18. Feasibility. Prior to the Commencement Date of this Lease, Lessee shall have full access to the leased premises in accordance with Paragraph 7(C) with prior notice to County for the purposes of undertaking any necessary tests, studies and inspections relating to Lessee's proposed use of the leased Premises and at such times as County and Lessee mutually agree. In the event Lessee is unable to utilize the leased Premises for the purpose stated herein, and terminates this Lease pursuant to paragraph 17, Lessee agrees that it shall restore the leased Premises and such other portions of the property that have been damaged, modified or altered by or on behalf of Lessee as nearly as possible to their original condition.

19. Assignment. Lessee shall not transfer or assign all or any interest in this Lease without the prior written consent of the Lessor.

20. Electrical Power and Other Necessary Facilities.

A. Should Lessee require electrical power of any kind to operate its equipment, Lessee shall be responsible for acquiring such power and ensuring that it is separately metered from County's power. Overhead electrical lines (service) shall not be permitted. All electrical lines must be under ground; both offsite and within the property itself. Lessee is also solely responsible for any backup emergency power system it may require. Lessee shall pay all charges for electricity and all other utility services used by Lessee on the Premises.

B. Lessee shall secure, at its sole expense, its own independent and separate utility services from the proper companies and in no way shall they be interconnected with the County's services.

C. Should Lessee install a generator at any time, the installation must fit within the Leased Area and must meet all applicable Federal, State or local noise requirements. Further,

should the generator emit noises that cause a conflict between County and adjacent landowners, upon written notification the Lessee shall take all steps necessary to correct and reduce the noise to the satisfaction of the County. If within thirty (30) days of receipt of such notification the Lessee is unable to bring the noise to satisfactory levels, the equipment causing the noise shall be immediately removed from the Water Tank and Premises. Any replacement generator shall be subject to testing and approval by the County.

D. All of Lessee's equipment shall be grounded separately from the County's facilities.

E. All of Lessee's antenna's shall have lightening protection.

F. Cables shall be run on the inside of the tank and shall in no way interfere with the ladder or with the safety of a climber using the ladder. The cable(s) shall not be allowed to be attached in any way to the ladder itself.

21. Lease Binding on Heirs, Successors and Assigns. All of the terms, covenants, rights, liabilities and conditions of this Lease apply to and are binding upon the respective heirs, executors, administrators, successors and assigns of the parties.

22. Default and Effect of Default.

A. Each of the following events shall constitute a default of this Lease by Lessee ("Default"):

i. If Lessee fails to pay Rent or other sums herein specified within thirty (30) calendar days after the date such Rent or sums are due;

ii. If Lessee fails to perform or comply with any of the conditions or covenants of this Lease and such failure continues for a period of thirty (30) calendar days after written notice to Lessee.

B. In the event of a Default, this Lease shall, except as provided herein, automatically terminate and Lessee shall be required to remove its Equipment from the Premises, without prejudice to any other remedy which County might be entitled to pursue, including but not limited to County's rights under paragraph 4 of this Lease to eliminate any interference caused by Lessee's Equipment. No portion of any Rent paid shall be refunded in the event of a termination for Default. County may elect, but shall not be required, after thirty (30) calendar days' written notice to Lessee of Default, to remedy such Default for the account and at the expense of Lessee.

C. Lessor's failure to perform any term or condition, or Lessor's breach of any warranty or covenant under this Agreement shall be deemed a Default by the Lessor and a breach of this Agreement unless cured within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a Default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in Default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's Default and to deduct the costs of such cure from any monies due to Lessor from Lessee.

23. **Surrender at Lease Expiration.** Lessee shall, within ninety (90) calendar days after the expiration or other termination of this Lease, remove all of Lessee's Equipment from the Premises. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of Lessee, which shall prevent the removal of Lessee's Equipment from the Tank or the adjacent Premises within the -ninety (90) calendar day period, Lessee shall be allowed an additional reasonable period of time to remove such equipment. In

the event that Lessee fails to remove any of Lessee's Equipment from the Premises within ninety (90) calendar days (or additional period allowed) after expiration or termination of the term (or extended term), the County shall have the equipment removed and disposed of at the Lessee's expense.

24. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the County, shall be construed to be a tenancy from month to month at the annual Rents (as calculated pursuant to paragraph 3 of this Lease) divided by twelve (12).

25. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

26. Headings. The paragraph captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

27. Incorporation of Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no other agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

28. Notices.

A. All notices and demands, incidental to this Lease or the occupation of the Premises, shall be deemed duly served, if sent by one party to the other party, registered or certified mail, return receipt requested, postage prepaid, to the address of said party herein below set forth or to such other address as said party may from time to time designate in writing:

Sprint Site Name: Vale WT

Sprint Site #: WA60XC032.A

LESSEE:

Sprint National Lease Management
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, Kansas 66251-2650

WITH COPY TO:

Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
Attn.: Sprint PCS Real Estate Attorney.

LESSOR:

Director, Department of Public Works
220 S. Main Street
Bel Air, MD 21014

WITH COPIES TO:

Harford County Government
Department of Public Works
Division of Water and Sewer
Abingdon Water Treatment Plant
3340 Abingdon Road
Abingdon, MD 21009
ATTN: Superintendent

Harford County Government
Department of Public Works
Division of Water and Sewer
101 South Main Street
Bel Air, MD 21014
ATTN: Chief of Water and Sewer Engineering and Administration

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29. **Waivers.** No waiver by County of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of Lessee of the same or any consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Lessee whether or not similar to the act so consented to or approved.

30. **Recording.** Lessee shall not record this Lease without the written consent of County.

31. **Acceptance.** By taking possession of the Premises, Lessee accepts them in the condition in which they may then be, and waives any right or claim against County arising out of the Premises, including the improvements thereon, the appurtenances thereto, and the equipment thereof. Except as otherwise expressly provided in this Lease, Lessee agrees that County shall have no responsibility or liability whatsoever for any loss of or damage to any of Lessee's Equipment.

32. **Governing Law, Jurisdiction and Venue.** This Lease shall be governed by Maryland law and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the courts located in Harford County.

33. **Government Immunity.** Notwithstanding any provision of this Lease to the contrary, nothing contained herein shall preclude Harford County from pleading governmental immunity in actions brought against it.

34. **Contingency Provisions.** Notwithstanding any provisions of this Lease to the contrary, this Lease shall not be effective and the County shall not have any responsibility or liability hereunder unless this Lease is first approved by ordinance of the County Council.

35. **Procurement Integrity.** Lessee certifies that it has never been debarred, suspended or proposed for debarment by any unit of government. Lessee warrants that it will notify Lessor in writing within seventy-two hours should it be debarred, suspended or proposed for debarment by

any unit of government during the term of this Lease. Such notice shall include Lessee's knowledge of the reasons for the debarment or suspension action, compelling reasons for Lessee continuing to do business with Lessor, and systems and procedures Lessor has established to ensure that no further actions forming the basis for such debarment or suspension will occur.

36. Consent to Jurisdiction. The Lessee irrevocably submits to the jurisdiction of the State courts of the State of Maryland over any suit, action or proceeding arising out of or related to this Agreement. The Lessee irrevocably waives, to the fullest extent permitted by law, any objection that the Lessee may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any State court of Maryland as being brought in an inconvenient forum.

37. Condemnation. In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's reasonable determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Lessee will include, where applicable, the value of Lessee's Equipment, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Lessee will not diminish Lessor's recovery. Lessee will be entitled to reimbursement for any prepaid Rent on a prorata basis.

Sprint Site Name: Vale WT

Sprint Site #: WA60XC032.A

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

WITNESS/ATTEST:

LESSOR:

HARFORD COUNTY, MARYLAND

By: _____
David R. Craig
Harford County Executive

WITNESS/ATTEST:

LESSEE:
APC Realty and Equipment Company, LLC,
a Delaware limited liability company
("Sprint PCS")

By: _____
Name: Michael Gallien
Title: Site Development Specialist

Approved as to form and
legal sufficiency this 20th
day of October, 2005

Margaret Hartka
Senior Assistant County Attorney

Reviewed and concur this 15th
day of February, 2006

Robert B. Cooper, P.E.
Director, Department of Public Works

Recommended for approval this
4th day of November, 2005

Joel V. Caudill, P.E.
Deputy Director of Public Works
Division of Water and Sewer

Recommended for approval this
17 day of Oct, 2005

Jacqueline K. Ludwig
Chief, Water and Sewer Administration
and Engineering

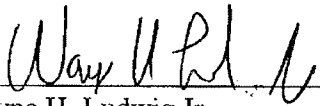
Sprint Site Name: Vale WT

Sprint Site #: WA60XC032.A

Recommended for approval this
_____ day of _____, 20__.

Deborah L. Henderson
Secretary, Board of Estimates

Recommended for approval this
_____ day of _____, 20__.



Wayne H. Ludwig Jr.
Chief, Water and Sewer Operations



Sprint Site Name: Vale WT

Sprint Site #: WA60XC032.A

EXHIBIT 1
Site Utilization Plan

Site Address: Site located at 501 Vale Road, situated in the City of Bel Air, County of Harford, State of Maryland. Legal Description: A 375 sf portion of the property known as Tax Map 48, Grid 1F, Parcel 178.

EXHIBIT 1 (Cont'd)

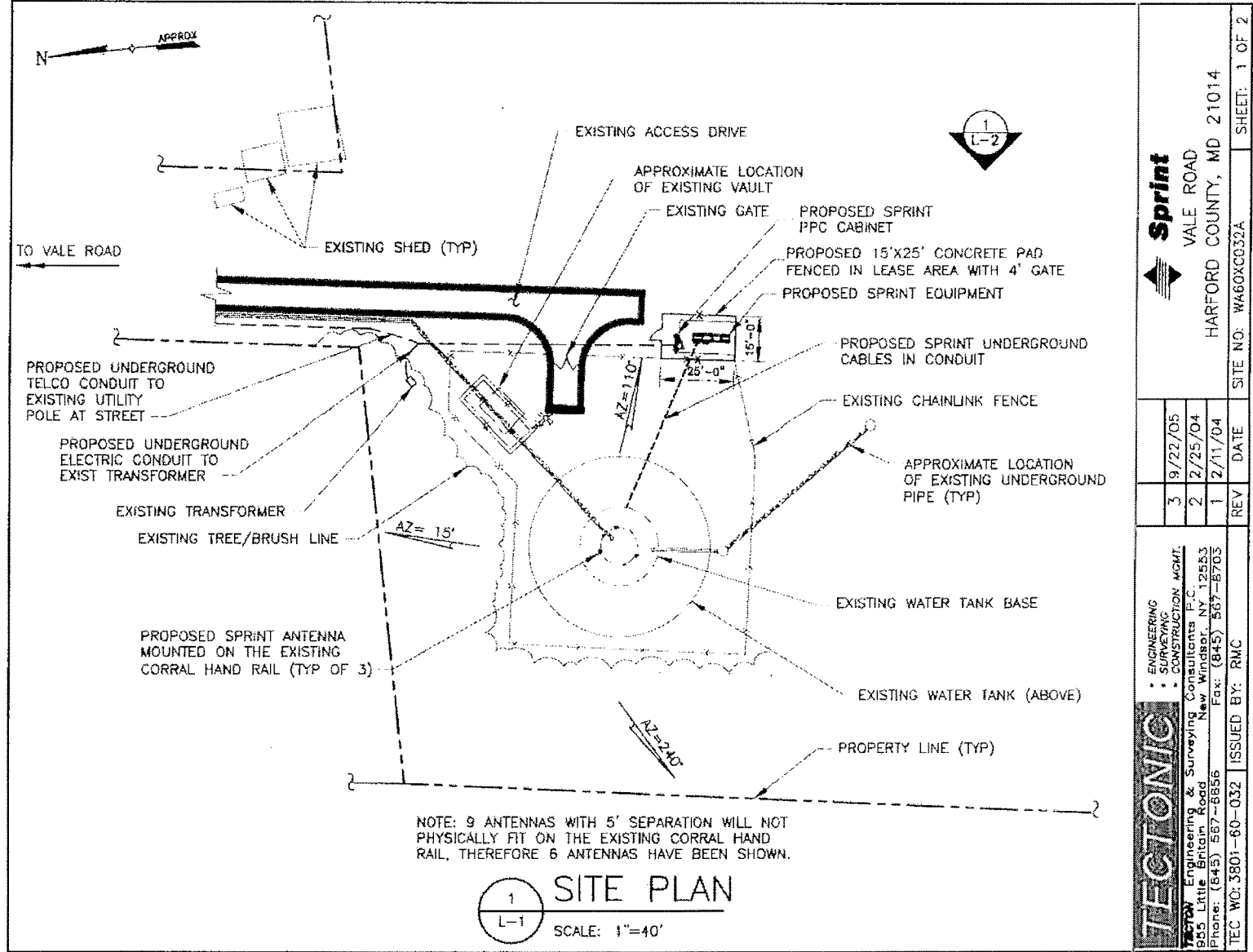
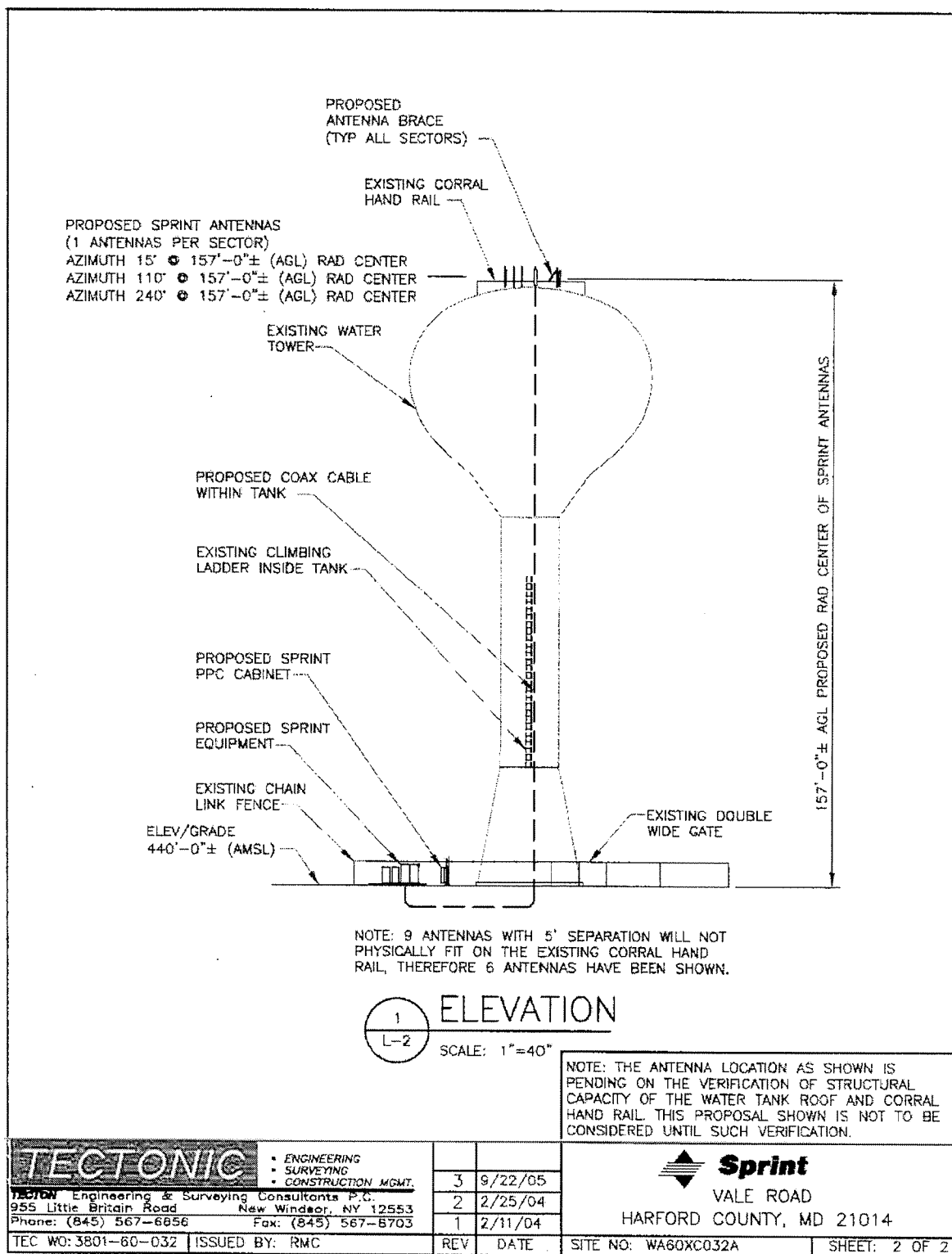


EXHIBIT 1 (Cont'd)



Sprint Site Name: Vale WT

Sprint Site #: WA60XC032.A

EXHIBIT 2

See attached Lessee's Design Drawings, Revision #5, Dated 12/21/04



EXHIBIT 3

The following Special Provisions are to be used in the preparation of the Site Utilization Plan (Exhibit 2) and Equipment Plans (Exhibit 2) unless a written waiver is obtained from the Harford County Department of Public Works, Division of Water and Sewer.

1.0 Technical Requirements

- 1.1 Antennas may only be attached to the outer perimeter of the bowl, in the least obtrusive manner. Lessee shall maintain a minimum of ten (10) feet horizontal and vertical clearance from any existing antenna(s). Lessee will be allowed to mount up to six (6) antennas with two (2) runs of cable per antenna.
- 1.2 Penetrations through the tank steel will be allowed only at the base of the tank and the drywell cover plate as indicated in Exhibit 2.
- 1.3 All control, power and signal cables to the antennas shall be attached externally to the base of the tank in conduit and shall be placed so as to minimize public view and shall match the existing tank color. Antennas will be mounted to a corral above the tank and cabling will be run internally as indicated in Exhibit 2.
- 1.4 There shall be no permanent ladders, lugs or climbing rungs attached to any portion of the tank to service the antennas or support equipment.
- 1.5 All metal support brackets, cable holders, antenna mounts, etc., shall be isolated from the tank structure by neoprene spacers. There shall be no metal to metal contact of any antenna equipment with the tank surface. Welding of any brackets or support to the tank surface shall not be allowed. All mounting/fastening components shall be stainless steel.
- 1.6 All antennas, support cables, brackets, etc., shall be finish painted to Department of Public Works specifications in a color to match the existing tank color.

- 1.7 All ground equipment required for antenna operation shall be housed in self-contained equipment cabinets located within the area designated on the Site Utilization Plan. The equipment pad shall have maximum dimensions of 25 feet (L) by 15 feet (W). The Lessee shall use the existing County access road to the proposed ground facility and existing parking areas. Parking on the grass or within County spaces shall not be allowed. Any buildings which Lessee proposes to erect shall be evaluated on a case by case basis and approval shall be at the sole discretion of the County.
- 1.8 The existing access gate shall be shared by all parties using the grounds. No exclusive gates will be considered.
- 1.9 All wiring between the equipment building and the tank base shall be underground and the lines shall be clearly marked from above with permanent monuments. It shall be the responsibility of the Lessee to identify and locate all underground utilities within the confines of the tank site that will be crossed or paralleled by Lessee's installation activities.
- 1.10 All power and telephone requirements for the antenna/building operation shall be the responsibility of the Lessee. The existing County services shall not be used. Any costs incurred to bring power/telephone to the ground equipment area shall be borne solely by the Lessee.
- 1.11 Landscaping/screening may be required for the equipment building at the discretion of the Department of Public Works, all costs of which shall be borne by the Lessee.
- 1.12 Lessee shall be responsible for protection of the antenna equipment, exposed cable, support equipment and building during water tank repainting and/or

maintenance operations. This will include any coverage necessary for appurtenances not accepting paint coverings.

1.13 Proposed facilities shall not interfere with or prevent the repainting of the tank, or any above or below ground utilities; shall not hamper access to manholes or vents and shall not impede future tank maintenance. The Lessee's facilities shall provide for a safe working environment for County personnel during routine access to tank roof.

1.14 Lessee shall submit separate design computations showing that the proposed facilities will not damage the tank at the points of connection to the tank structure. The Lessee must include within its calculation wind and ice loadings.

1.15 All of Lessee's proposed equipment shall be manufactured from materials that will not corrode or cause rust staining on the tank.

2.0 Submittals and Approvals

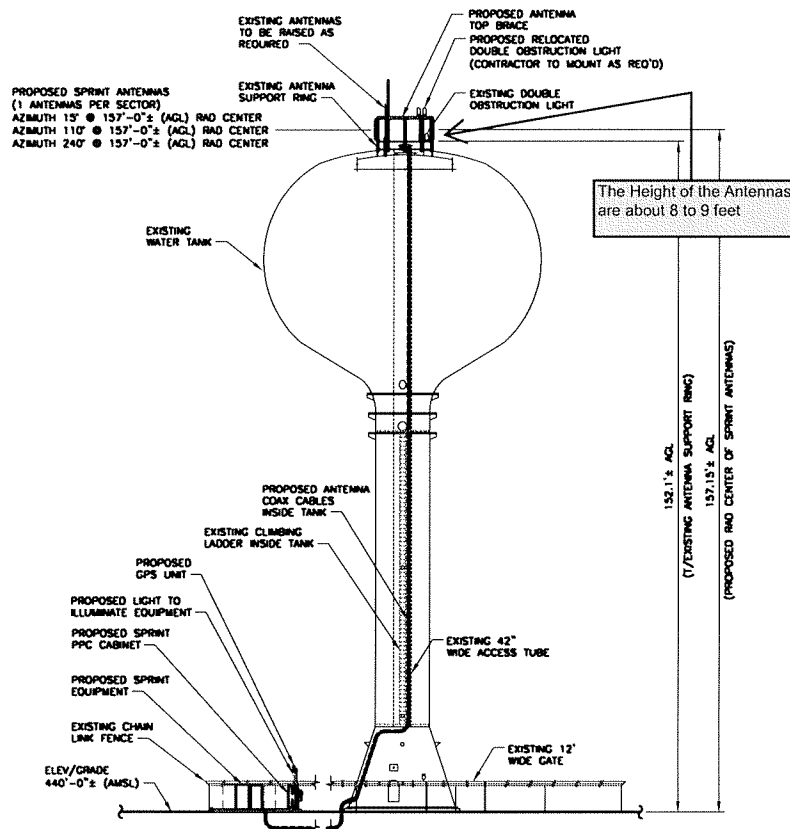
2.1 Site Utilization Plan(s) shall be prepared by the Lessee and submitted to the Department of Public Works, Division of Water and Sewer, for review and approval prior to commencement of any work on-site by Lessee. Plans shall be prepared to Department of Public Works specifications, 24" x 36", with a scale of 1" = 20'. Plans shall show all existing site structures, utilities and boundaries overlaid with proposed antenna/cabinet configurations. Approved Site Utilization Plan(s) shall become Exhibit 1 to the Lease. Vertical location of proposed utilities and structures shall also be identified.

2.2 Upon approval of Site Utilization Plan(s), Lessee shall be notified of said approval and shall be required to forward signed copies of the Lease for execution within fifteen (15) working days.

- 2.3 Construction activities may commence upon execution of the Lease and five (5) working days' notice to the Department of Public Works, Division of Water and Sewer. Lessee is responsible for obtaining all permits prior to construction. All construction must be completed within one hundred twenty (120) days after execution of the Lease. All proposed construction materials, as well as means and methods (including staging and restoration), shall be submitted for the approval of the Department of Public Works which must be obtained in writing prior to beginning the construction of the communications system.

3.0 General Information

- 3.1 Portable antenna testing may be performed by prospective Lessees for site viability. Testing will be on a first come, first served basis.
- 3.2 The construction and/or operation of the Lessee's communication equipment shall not interfere with any existing communication equipment presently on the tank site. The Lessee shall, at its own expense, make all corrections necessary to eliminate such interference in accordance with the Antenna Mounting Space Lease.



NOTE: TANK INFORMATION IS BASED ON
DRAWINGS PREPARED BY CBI (CBI, CHICAGO
BRIDGE AND IRON) DATED 2/2/90.

ELEVATION

SCALE: 1" = 20'